

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GIL CROSTHWAITE, in his capacity as Trustee,  
et al.

No. C 06-4451 SBA

Plaintiffs,

**ORDER**  
[Docket No. 12]

v.

CANYON SPRINGS ENTERPRISES DBA RSH  
CONSTRUCTION SERVICES, et al.,

Defendants

This matter comes before the Court on Plaintiffs' Motion for Issuance of Right to Attach Order and Writ of Attachment ("Plaintiffs' Motion") [Docket No. 12]. Defendant Canyon Springs Enterprises DBA RSH Construction Services ("Canyon Springs") has informed the Court that it will not file an opposition to Plaintiffs' motion.

Having read and considered all of the papers filed in connection with this motion and being fully informed, the Court finds as follows:

- 1) Canyon Springs is a corporation.
- 2) The claim upon which Plaintiffs' Motion is based is one upon which an attachment may be issued, pursuant to California Code of Civil Procedure § 484.090(a)(1).
- 3) Plaintiffs have established the probable validity of the claim upon which the attachment is based, pursuant to California Code of Civil Procedure § 484.090(a)(2).

1           4) The attachment is not sought for a purpose other than the recovery on the claim upon  
2 which the attachment is based, pursuant to California Code of Civil Procedure § 484.090(a)(3).

3           5) The amount sought to be secured by the attachment under Plaintiffs' Motion is  
4 \$70,371.17—an amount greater than zero, pursuant to California Code of Civil Procedure §  
5 484.090(a)(4).

6           6) Canyon Springs failed to prove that all of the property that Plaintiffs seek to attach is  
7 exempt from attachment, pursuant to California Code of Civil Procedure § 484.090(b). Plaintiffs  
8 seek to attach \$70,371.17 of all corporate property of Canyon Springs for which a method of levy is  
9 provided by California Code of Civil Procedure §§ 488.300-488.485, including, but not limited to  
10 any and all accounts receivable and general intangibles payable to Canyon Springs by CB&I  
11 Constructors, Inc. Canyon Springs has offered no evidence or argument that this property should be  
12 considered exempt. Accordingly, the Court finds that the property sought to be attached is not  
13 exempt from attachment within the meaning of California Code of Civil Procedure § 484.090(b).

14           7) An undertaking in the amount of \$10,000.00 is required before a writ of attachment shall  
15 issue, and Plaintiffs have filed an undertaking in that amount [Docket No. 10].

16           For all of the foregoing reasons, the Court hereby GRANTS Plaintiffs' Motion [Docket No.  
17 12], and ORDERS that a writ of attachment shall issue (1) securing Plaintiffs' claim in the amount of  
18 \$70,371.17, and (2) prohibiting Canyon Springs from transferring, directly or indirectly, any interest  
19 in the following property: all corporate property of Canyon Springs for which a method of levy is  
20 provided by California Code of Civil Procedure §§ 488.300-488.485, including, but not limited to  
21 any and all accounts receivable and general intangibles payable to Canyon Springs by CB&I  
22 Constructors, Inc. To the extent that the property identified above is valued in excess of \$70,371.17,  
23 defendants remain free to dispose of the excess value as they desire, provided that their actions do  
24 not hinder or interfere with the writ of attachment securing that amount.

25           IT IS FURTHER ORDERED THAT Plaintiffs' Request for Judicial Notice [Docket No. 15]  
26 is DENIED AS MOOT, because the Court has not relied on the noticed materials in reaching its  
27 conclusions.

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2 IT IS SO ORDERED.

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4 Dated: 8/28/06

  
SAUNDRA BROWN ARMSTRONG  
United States District Judge

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